

**Zila Panchayat Monitoring cell, Plot No. 6, Lohia Bhawan, Sector-E,  
Aliganj, Lucknow-226024**

Telephone:(0522) 2322926

E-mail:ddzpmcprlu-up@nic.in, zpmc.up@gmail.com

**Request for Proposal (RFP)**

**For**

**Development of online Application for project management, e-MB, e-Billing & other modules & its implementation with One Year warranty Maintenance and AMC for 2nd Year for 75 Zila Panchayats and 826 Kshetra Panchayats of Uttar Pradesh**

e-BID REFERENCE :

Last Date & Time for Submission of Bid : 11/05/2022 upto 12 :00

Date & time of Opening of technical Bids : 11/05/2022 to 04:00 PM

PLACE OF OPENING OF e-BIDS: **Zila Panchayat Monitoring Cell, UP, U.P.,**

Plot No. 6, Lohia Bhawan, Sector-E  
Aliganj, Lucknow-226024

ADDRESS FOR COMMUNICATION: **Zila Panchayat Monitoring Cell, U.P.,**

**Panchayati Raj Directorate**

Plot No. 6, Lohia Bhawan, Sector-E  
Aliganj, Lucknow-226024

E-BID SECURITY : Rs. 3,40,000/- (Rs Three lakh fourty thousand only)

TENDER FEES : Rs. 5,900/- (Rs five thousand nine hundred only)

**It will be the responsibility of the bidders to check U.P. Government e-procurement website <http://etender.up.nic.in> for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bids accordingly.**

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**Zila Panchayat Monitoring Cell, Department of Panchayati Raj,  
Govt. of Uttar Pradesh,  
Panchayati Raj Directorate Plot No. 6, Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024  
Website- [www.panchayatiraj.up.nic.in](http://www.panchayatiraj.up.nic.in)  
Tender Notice No- 280/33- E-Cell-2022 Lucknow Date- 08-04-2022  
**e-Tender Notice****

On line electronic bids in prescribed format for below mentioned works are invited by Zila Panchayat Monitoring Cell, Uttar Pradesh from bidders with proven experience:

Sr. No	Name of Work	Earnest Money Deposit in Rs	Tender Fees in Rs	Time for completion
1	<b>Development of online Application for e-MB, e-Billing &amp; other modules with One Year Maintenance Support and AMC for 2nd Year, for 75 Zila Panchayats and 826 Kshetra Panchayats of Uttar Pradesh</b>	Rs 3,40,000/-	Rs5,900/- including GST	4 months for Go-live

Date for e-bid submission from 16/04/2022 to 11/05/2022 upto 12:00. Technical e-bids will be opened on 11/05/2022 at 04:00 pm in Zila Panchayat Monitoring Cell, U.P., Panchayati Raj Directorate, Plot No. 6, Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024. Pre-bid meeting is at 03:00 PM on 20/04/2022. The complete details are available in tender document which is available on U.P .Govt. e-procurement portal <http://etender.up.nic.in> and department portal [www.panchayatiraj.up.nic.in](http://www.panchayatiraj.up.nic.in). Any corrigendum /amendment in this notice of tender document shall be uploaded and informed on e-procurement website <http://etender.up.nic.in> only. Tendering Authority reserves the right to cancel any or all the e-bids/annul the bidding process without assigning any reason.

Deputy Director  
Zila Panchayat Monitoring Cell  
Lucknow

## **DISCLAIMER**

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Tendering Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services and other requirements of the Authority as dealt with under the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The Bidder has to perform due diligence to understand complete, accurate, adequate, correct and reliable information.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All payment of such costs

and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

The Bidder on submission of the first Proposal shall be deemed to have acknowledged and undertaken that based on the terms and conditions of this RFP, the Bidder shall independently arrive at the solution, which is suitable for the requirements of the Authority and shall recommend the same in its bid after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with the requirements of this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and expressly described in this RFP and shall be provided by the Bidder at no additional cost whatsoever.

### **List of Abbreviations-**

COTS	Customized Off The Shelf
CR	Change Request
CSP	Cloud Service Provider
DTP	Draft Tender Paper
DC	Data Centre
DR	Disaster Recovery
EIRL	Extra Item Rate List
EMD	Earnest Money Deposit
FRS	Functional Requirement Specifications
GPR	Government Process Reengineering
ICT	Information & Communication Technology
IPR	Intellectual property rights
JE	Junior Engineer
LBD/LBD	Length x Breath x Depth / Length x Breath x Height
LOC	Letter of Credit
MIS	Management Information System
MB	Measurement Book
NIT	Notice for Inviting Tenders
PBG	Performance Bank Guarantee
PVC	Price Variation clause
RFP	Request For Proposal
RGT	Requirement Gathering Template
SD	Security Deposit
SLA	Service Level Agreement
SI	System Integrator
SDD	Software Design Document
SRS	Software Requirement Specification
TS	Technical Score
UAT	User Acceptance Testing
VD	Virtual Document
Tendering Authority	Panchayati Raj Anushravan Koshthak, U.P., Lucknow
DEPARTMENT	Panchayati Raj Department Govt. of Uttar Pradesh

## INVITATION FOR e-BIDS

This invitation for e-Bids is for Development of online Application for e-MB, e-Billing, & other modules with One Year Maintenance Support and AMC for 2nd Year for 75 Zila Panchayat offices and all 826 Blocks. The bidder has to develop all the modules and provide services as per the Scope of Work described in this RFP. Bidder would be required to sign contract and submit applicable Bank Guarantee as mentioned in this RFP. Bidders are advised to thoroughly go through the scope of work and quote lowest possible competitive rates considering the current and prospective volume of work.

1. Bidders are advised to study the e-Tender Document carefully. Submission of e-Bids against this Tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Tender Document with full understanding of its implications.
2. The e-Bids prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-procurement website <http://etender.up.nic.in>.
3. It is mandatory to submit e-bids on website <http://etender.up.nic.in>. The e-bids of only those bidders shall be considered whose e-bids are found submitted on the website and downloaded at the time of opening of e-bids.
4. The e-Tender document is available at e-procurement website <http://etender.up.nic.in>. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-Tender notice & availability of Tender Document	E-Tender Notice will be available from <b>16/04/2022</b> at e-procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
(b)	Start date for clarification	From the date of publication of e-tender notice & availability of tender document
(c)	End date for clarification	<b>18/04/2022 till 12:00 noon</b>
(d)	Prebid Meeting	<b>20/04/2022 at 03:00 PM</b> at the meeting hall of Panchayati Raj Directorate Plot No. 6, Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024
(e)	Tentative date for Prebid Queries responses upload	<b>25/04/2022</b>
(f)	e-Bid submission start date & time (Submission of tender fee, EMD and other supporting documents in PDF/XLS format)	<b>16/04/2022 from 10:00 AM</b>
(g)	Document download/Sale end date & Time	<b>16/04/2022 from 10:00 AM</b>
(h)	E-Bid submission end date & Time	<b>11/05/2022 upto 12:00</b>
(i)	Online technical e-Bids opening date & time	<b>11/05/2022</b> at 04:00 PM
(j)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	To be communicated Later
(k)	Venue of opening of technical & financial e-Bids	Zila Panchayat Monitoring Cell, Uttar Pradesh, Panchayati Raj Directorate Plot No. 6, Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024
(l)	Contact officer	Sri Praveen Kumar, Deputy Director (Z.P.M.C.) Email: <a href="mailto:praveenzpmc@gmail.com">praveenzpmc@gmail.com</a> , <a href="mailto:ddzpmcprlu-up@nic.in">ddzpmcprlu-up@nic.in</a> , <a href="mailto:zpmc.up@gmail.com">zpmc.up@gmail.com</a>
(m)	Cost of e-Bid document	Rs. 5,900/- (Rs Five Thousand Nine Hundred Only) including GST
(n)	E-Bid Security (Earnest Money Deposit)	Rs. 3,40,000/-
(o)	Validity of e-Bid Security (Earnest Money Deposit)	270 days from the date of availability of e-Tender document on e-procurement website



5. The bidders need to submit the cost of e-Bid document as stated in the above table through NEFT/RTGS in favour of " Zila Panchayat Monitoring Cell," along with their e-Bids. The scanned copy of the UTR must be submitted along with the e-Bid. No Interest would be payable on bid security (Earnest Money deposited with department). EMD may be submitted in the form of Bank Guarantee. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend, at the venue, date and time mentioned in the above table.
6. The Tendering Authority reserves the right to cancel any or all the e-Bids/annul the bidding process without assigning any reason thereof. The decision of Tendering Authority will be final and binding.
7. In the event of date specified for e-Bids opening being declared a holiday for Tendering Authority's office then the due date for opening of e-Bids shall be the following working day at the appointed time.
8. All the required documents should be uploaded by the bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details).
9. The companies/firms who are registered for e-tendering with nodal agency U.P.Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-Tender as well as in e-Tendering system of U.P.Govt. Departments. The companies/firms may contact U.P.Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) on phone numbers 0522-2288750 (O), 0522-2286809 (O) or 0522-4130303 (Ext. 303, 304 & 307) for their Registration/Digital Signature Certificate related queries.

## SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

### (A)e-BID DOCUMENTS

#### 1 Cost of e-Bid

- 1.1 The Bidder shall bear all costs associated with the preparation and submission of its e-Bid and Zila Panchayat Monitoring Cell, Uttar Pradesh, Lucknow hereinafter referred to as "the Tendering Authority", will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 1.2 This e-Bid document is available on the web site "<http://etender.up.nic.in>" to enable the bidders to view, download the document and submit their e-Bid online up to the last date and time mentioned in e-Tender notice/ e-Bid document against this e-Tender. The bidders shall have to pay e-Tender Document Cost as described above through NEFT/RTGS payable in favor of Zila Panchayat Monitoring Cell, Uttar Pradesh, Lucknow. The scanned copy of the UTR No. must be submitted along with the e-Bids. This e-Tender document cost is non-refundable. Payment may kindly be made by e-Payment in favor of **Zila Panchayat Monitoring Cell** A/C No: 50524405614, IFSC Code: IDIB000U512, Bank Name: Indian Bank

#### 2 Contents of e-Bid Document

- 2.1 The Scope of Work, bidding procedure and the terms and conditions of the Contract are prescribed in the e-Bid Document. The e-Bid document includes:
- (a) Invitation for e-Bids;
  - (b) Section I : Instruction to Bidders (ITB);
  - (c) Section II : Conditions of Contract (CC);
  - (d) Section III: Technical e-Bid;
  - (e) Section IV: Financial e-Bid
- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of a e-Bid not responsive to the e-Bid document in every respect will be at the Bidder's risk and may result in rejection of his bid.

#### 3 Clarification of e-Bid Documents

A prospective Bidder requiring any clarification of the e-Bid documents may raise his point of clarification. Bidder must submit queries on Tendering Authority's e-mail address [praveenzpmc@gmail.com](mailto:praveenzpmc@gmail.com), [ddzpmcprlu-up@nic.in](mailto:ddzpmcprlu-up@nic.in), [zpmc.up@gmail.com](mailto:zpmc.up@gmail.com) in the following format:

SI No	Page No/Para No/ Sr. No. of Tender Document	Clause as mentioned in the RFP	Bidder Query/ Amendment Requested if any along with Reason for request of Amendment

The clarification will be replied back by the Tendering Authority through the e-procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Tendering Authority may also respond to clarifications raised by the prospective bidders on Tendering Authority's e-mail address [praveenzpmc@gmail.com](mailto:praveenzpmc@gmail.com), [ddzpmcprlu-up@nic.in](mailto:ddzpmcprlu-up@nic.in), [zpmc.up@gmail.com](mailto:zpmc.up@gmail.com).

The Authority reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and nothing shall construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provisions under RFP and/or corrigendums published(if any) shall prevail.

#### **4 Amendment of E-Bid documents**

- 4.1** At any time prior to the deadline for submission of e-Bids, the Tendering Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be posted/uploaded on the e-procurement website <http://etender.up.nic.in> through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 4.2** It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> from time to time for any amendment in the e-Tender document. In case of failure to get the amendments, if any, the Tendering Authority shall not be held responsible.
- 4.3** In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Tendering Authority, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/uploaded on the e-procurement website <http://etender.up.nic.in>.

### **(B) PREPARATION OF e-BIDS**

#### **5 Language of e-Bid**

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and the Tendering Authority shall be written either in Hindi or English language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

#### **6 Documents Constituting the e-Bid**

- 6.1** The e-Bid prepared by the Bidder shall comprise the following components:
  - (a) Technical e-Bid** - Technical e-Bid will comprise of :
    - i. **Fee Details** – includes copies of e-Tender Fee and Bid Security furnished in accordance with ITB Clause 1 and 10 in PDF format.
    - ii. **Qualification Criteria** – includes copies of required documents as per SECTION-III(F) in PDF format justifying that the Bidder is qualified to perform the contract if his/her e-Bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Criteria and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the Bidder conform to the e-Bid document and Technical Specifications.
    - iii. **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-III(A) of e-Tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract of the e-Bid Document as no deviation will be acceptable to the Tendering Authority .

- iv. **Scope of Work**– as per Section-III(B): Scope of Work, Section-III(C) Specifications and III(E): Service Level Agreement of e-tender document in PDF format.

**(b) Financial Bid** – Financial e-Bid will comprise of :

- i. **e-Bid Form**–includes copy of filled in e-Bid Form as per Section-IV(A) of e-Tender document in PDF format.
- ii. **Price Schedule**– includes Price Schedule as per Section-IV(B) in XLS format to be filled in after downloading from the e-procurement website for this e-Tender.

## **7 e-Bid Form (Financial Bid)**

The Bidder shall complete the e-Bid Form and the appropriate Price Schedule furnished in the e-Bid documents, including the services to be delivered and prices in the format given in the e-Bid document.

## **8 e-Bid Price**

- 8.1** The Bidder shall quote separately in the downloaded sheet for Price Schedule (along with all charges) in the specified places for all the services to be provided mentioned in Section-III(B): Scope of Work and III(E): Service Level Agreement.
- 8.2** e-Bid price shall include all the cost till successful completion of the work specified in the schedule of requirement /Scope of Work.
- 8.3** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Any Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

## **9 e-Bid Currencies**

Prices shall be quoted in Indian Rupees only.

## **10 Bid Security/Earnest Money Deposit (EMD)**

**10.1** The bidder shall submit the Bid Security as described above. All e- bids must be accompanied by a Bid Security/Earnest Money Deposit (EMD) in the form of Demand Draft/Bank Guarantee in favour of "Zila Panchayat Monitoring Cell, Uttar Pradesh, Lucknow". The scanned copy of the Bid Security/EMD must be submitted along with the e-Bid and the original one should reach the Tendering Authority's office at Lucknow, before opening of Technical Bid. No Interest would be payable on bid security (Earnest Money deposited with Tendering Authority).

**10.2** The bid security may be forfeited:

If a Bidder :

- (i) does not accept the correction of errors pursuant to ITB Clause 4 of Section-I; or
- (ii) In case of a successful bidder, if the Bidder fails to sign the Contract with Tendering Authority in accordance with Section III (H).

The tendering authority would serve prior written notice to the bidder before invoking the bid security.

## **11 Period of Validity of e-Bids**

**11.1 e-Bids shall** remain valid for 270 days from the date of availability of e-Tender document on e-procurement website. An e-Bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive.

**11.2** In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. The Bid security provided under ITB Clause 10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

## **12 Format and Signing of e-Bid**

**12.1** The Bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

**12.2** The Bid documents shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the Bid.

## **13 Submission of e-Bids**

It is mandatory to submit e-bids on website <http://etender.up.nic.in>. The e-bids of only those bidders shall be considered whose e-bids are found submitted on the website and downloaded at the time of opening of e-bids.

The Bid Submission module of e-procurement website "<http://etender.up.nic.in>" enables the bidders to submit the e-bids online against this e-Tender published by the Tendering Authority. Bid Submission can be done only from the bid submission start date and time till the Bid Submission end date and time given in the e-Tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bids in time. The bidders should submit their e-Bids considering the server time displayed in the e-procurement website. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bids. For delay in submission of e-Bids due to any reasons, the bidders shall only be held responsible.

The bidders have to follow following instructions for submission of their e-Bids:

**13.1** For participating in e-Bids through the e-tendering system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P.Electronics Corporation Limited, Lucknow if they have not done so previously for registration.

**13.2** In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 13.1 above.

- 13.3** For successful registration of DSC on e-procurement website <http://etender.up.nic.in>, the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of the following certifying authorities approved by Controller of Certifying Authorities, Government of India such as Mahanagar Telephones Nigam Ltd. (MTNL), New Delhi and Tata Consultancy Services (TCS), Mumbai as the e-procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. However, the process for acceptability of DSCs issued by other authorities such as Customs & Central Excise, New Delhi; Institute for Development & Research in Banking Technology, Hyderabad; Safe Script, Chennai and (n)Code Solutions, Ahmedabad has been under active consideration. The bidder is advised to get his/her DSC issued by Mahanagar Telephones Nigam Ltd. (MTNL), New Delhi or Tata Consultancy Services (TCS), Mumbai on a safer side for successful registration of his/her DSC on e-procurement website. The bidder is also advised to register his/her DSC on e-procurement website well in advance before bid submission end date so that he/she should not face any difficulties while submitting his/her e-bid against this e-Tender. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 13.1 and 13.2 above even before bid submission date starts. The Tendering Authority shall not be held responsible if the bidder tries to submit his/her e-bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- 13.4** The bidder can search for active e-Tenders through "Search Active Tenders" link, select a e-Tender in which he/ she is interested in and then move it to 'My Tenders' folder using the options available in the Bid Submission menu. After selecting and viewing the e-Tender, for which the bidder intends to bid, from "My Tenders" folder, the bidder can place his/ her bid by clicking "Pay Offline" option available at the end of the view e-Tender details form. Before this, the bidder should download the e-Tender document and Price Schedule and study them carefully. The bidder should keep all the documents ready as per the requirements of e-Tender document in the PDF/XLS format.
- 13.5** After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Scope of Work details) and financial (e-Bid Form and Price Schedule) schedules/packets given in the e-Tender details. Any other accepted instrument which is to be physically sent in original before opening of technical e-Bids, should tally with the details available in the scanned copy and the data entered during e-bid submission time otherwise the e-Bid submitted will not be accepted.
- 13.6** Next the bidder should upload the Technical e-Bid documents for Fee details (Tender fee and EMD), Qualification details, e-Bid Form and Scope of Work details and Financial e-Bid documents i.e. e-Bid Form and Price Schedule of e-Tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Scope of Work details) and financial (e-Bid Form and Price Schedule)

schedules/packets can be clubbed together to make single different files for each label.

- 13.7 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/ locked electronically with the DSC's of the e-Bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned e-Bid openers only.
- 13.8 After successful submission of e-Bid documents, a page giving the summary of e-Bid submission will be displayed confirming end of e-bid submission process. The bidder can take a printout of the e-Bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 13.9 Tendering Authority reserves the right to cancel any or all e-Bids without assigning any reason.

#### **14 Deadline for Submission of E-Bids**

- 14.1 e-Bids (Technical and Financial) must be submitted by the bidders at e-procurement website <http://etender.up.nic.in> as per the schedule.
- 14.2 The Tendering Authority may, at its discretion, extend this deadline for submission of e-Bids by amending the e-Bid documents in accordance with ITB Clause 4, in which case all rights and obligations of the Tendering Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **15 Late e-Bids**

The server time indicated in the Bid Management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/ her bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/ her e-Bid is not submitted in time due to any of his/ her problems during e-Bid submission process.

#### **16 Withdrawal and Resubmission of e-Bids**

- 16.1 At any point of time, a bidder can withdraw his/ her e-Bid submitted online before the e-Bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the e-Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected bid.
- 16.2 The bidder has to request the Tendering Authority with a letter, attaching the proof of withdrawal and submission of bid security/ EMD in the office of Tendering Authority, to return back the bid security/ EMD as per the manual procedure.
- 16.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the Bidder's forfeiture of his/ her bid security.

- 16.4** The bidder can resubmit his/ her bid as and when required till the e-bid submission end date and time. The e-bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For re-submission, the bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the e-Bids submitted by the bidder will be displayed. Click "View" to see the details of the e-bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-bid documents by following the methodology provided in clauses 15.5 to 15.8.
- 16.5** The bidders can submit their revised e-Bids as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-Bids.
- 16.6** No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

### **(C)e-BID OPENING AND EVALUATION OF e-BIDS**

#### **17 Opening of Technical e-Bids by the Tendering Authority**

- 17.1** The Tendering Authority will open all technical e-Bids, in the presence of Bidders' representatives who choose to attend as per the schedule at Zila Panchayat Monitoring Cell, Panchayati Raj Directorate Plot No. 6, Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-bid opening being declared a holiday for the Tendering Authority, the e-Bids shall be opened at the appointed time and location on the next working day.
- 17.2** The bidder's names and the presence or absence of requisite bid security and such other details as the Tendering Authority at its discretion may consider appropriate, will be announced at the opening. No e-Bid shall be rejected at the time of technical e-Bid opening.
- 17.3** The Tendering Authority will prepare minutes of the e-Bid opening.

#### **18 Opening of Financial e-Bids**

- 18.1** After evaluation of technical e-Bids, the Tendering Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Tendering Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Tendering Authority indicating the date, time and place for opening of the financial E-Bids. The notification may be sent by letter, fax or by e-mail.
- 18.2** The financial E-Bids of technically qualified bidders shall be opened as per the schedule at Zila Panchayat Monitoring Cell, Panchayati Raj Directorate Plot No. 6, Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024 in the presence of Bidders who choose to attend. The name of Bidders, Price quoted etc will be announced at the meeting.
- 18.3** The Tendering Authority will prepare the minutes of the e-Bid opening.



## **19 Clarification of E-Bids**

During evaluation of e-Bids, the Tendering Authority may, at its discretion, may ask the Bidder for a clarification/submit documents of his/her bid. The request for clarification and the response shall be in writing or in meeting by Tendering Authority. Purchase committee has rights to relax any criteria in qualification required to fulfill the tender condition.

## **20 Eligibility/Evaluation Criteria**

### **20.1 The evaluation of the Technical bid will be carried out in the following manner:**

- The bidders' technical solution proposed in the bid document is evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation
- Proposal Presentations: The Tender Evaluation Committee constituted by the Tendering Authority may invite each bidder to make a presentation at a date, time and venue decided by the committee. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and present the key points in their proposals.
- The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal.
- Tendering Authority has rights to modify any criteria in qualification required to fulfill the tender condition. Also Tendering Authority has right to ask the bidder to submit any document required in support of qualification for its satisfaction/confirmation at any stage.
- Following will be the technical evaluation methodology
  1. e-Bids of those bidders would be summarily rejected, who fail to fulfill Pre-Qualification criteria.
  2. Only the bidders, who's total Technical score is equal to or greater than 75 (Seventy Five) Points out of 100 Points, will qualify for the evaluation of their financial bids.
  3. The financial bids of bidders who do not qualify in Pre-Qualification or technical evaluation will not be opened and not considered in further process.
  4. The technical scores of the bidders may be announced prior to the opening of the financial bids.
  5. The technically shortlisted bidders will be informed of the date and venue for the opening of the financial bids through e-mail.

## **20.2 Pre-Qualification Criteria**

1. Bidder should have completed a minimum of 03 years registered under the Indian Companies Act 1956/2013.
2. The bidder shall have average annual turnover of Rs. 10.00 Cr in last 3 financial years (2018-19, 2019-20, 2020-21).
3. Bidder should have ISO 9001-2008/2015 or ISO 27001 certification/CMMI.
4. Bidder should not be Blacklisted/debarred/prohibited by any State/Central Government Departments/Organisations or Government Undertaking Company.
5. The bidder should have a valid PAN
6. The bidder should have a valid registered number of GST
7. The bidder has to submit an undertaking that Bid has been submitted by the prime Bidder only as no consortium is allowed in this Bid.
8. The bidder should have undertaken software work (Supply, Design, Development, Customization, Implementation or Support Software) in any Government / Government Undertaking / PSU Sector / reputed private organization in last three financial years including current financial year, having work order value for the work of not less than Rs 50.00 lac or two project of Rs 40.00 lac each or three project Rs 30.00 lac each. Bidder should submit duly signed & stamped evidence i.e. the copy/copies of work order/satisfactory installation/commissioning report/undergoing work issued by the concerned department/ organization.
9. If the bidder does not have its office in Lucknow then the bidder should open its office in Lucknow within 15 days from the date of award & inform the complete details of Single Point of contact person.
10. Bidder will be authorized by CSP to participate in the bid and provide the services required under this bid. Letter of support/ Authorization Letter from the CSP to the Bidder for providing services for this particular Project.

Eligible CSP for ensuring Quality of Services:

<b>S No</b>	<b>Requirement</b>	<b>Supporting Document</b>
<b>1</b>	CSP will be MeitY empaneled & STQC audited as per Ministry of Electronics and Information Technology (MeitY) empanelment process as on the last date of submission of the bid	Empanelment Certificate issued by MeitY
<b>2</b>	CSP will have a minimum average turnover of INR 500 Cr for the last three financial years i.e. FY 2018-19, 2019-20, 2020-21	Self-declaration from the Authorized signatory of the CSP on their letterhead or a CA certificate
<b>3</b>	Availability SLA of >= 99.9% on the compute and block storage services offered by the CSP as per the published SLAs of the CSP in India Datacentres	Self-declaration from the Authorized signatory of the CSP on their letterhead and a link to their public website confirming the same.
<b>3</b>	CSP will have accreditations relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles. SOC 1, SOC 2, SOC 3	Self-declaration from the Authorized signatory of the CSP on their letterhead and a link to their public website confirming the same.
<b>4</b>	Compute Auto-scaling Capabilities: Evaluate on ability to auto-scale; ease of configuring the auto-scaling rules, breadth of parameters for configuring auto-scaling (e.g., min/max/parameters on which threshold levels can be set/wait time), availability of multiple auto-scaling scenarios (e.g., based on threshold levels, scheduled, recurring).	Self-Declaration and a link to their public website confirming the same.
<b>5</b>	Information Availability for the customer on the CSP Portal: <ul style="list-style-type: none"> <li>• Published uptimes</li> <li>• Incident Reports</li> <li>• Security Bulletins</li> <li>• Audit Reports</li> </ul>	Self-Declaration and a link to their public website confirming the same.

e-Bids of those bidders would be summarily rejected, who fail to fulfill above mentioned criteria. Such bidders would have to raise request for the refund/return of their EMD.

## 20.3 CRITERIA FOR TECHNICAL EVALUATION

Following parameters are critical for the success of this e-governance project and expects the bidders to provide accurate and precise information in their responses:-

Sr. No.	Parameter	Max. Marks Assigned	Supporting Documents	
1	Bidder's Average Annual Turn Over of last 03 years (2018-19, 2019-20, 2020-21)	10	CA Certificate mentioning the year wise details with CA's Registration Number/Seal along with UDIN.	
	Description			Marks
	For >Rs 10.00 Cr & <=15.00 Cr			5
	For above Rs 15.00 Cr			10
<b>Relevant Strength</b>				
2	The bidder should have undertaken software solutions' work (Supply, Design, Development, Customization, Implementation or Support Software) in any Government / Government Undertaking / PSU Sector / reputed private organization in last three financial years including current financial year	10	Details of projects undertaken in last three years including copy of Work orders/Contract Agreement/ Completion/ undergoing work Certificates.	
	Description			Marks
	For >Rs 50.00 Lakh & <=1.00 Cr			5
	For >1.00 Cr			10
3	Resume Proposed of all key technical resources proposed for the assignment.	10	Resume of the Key resources.	
4	The bidder should have done software solutions' work (Supply, Design, Development, Customization, Implementation or Support Software) in any Government / Government Undertaking / PSU Sector / reputed private organization in last three financial years including current financial year, having work order value for the work of not less than Rs 50.00 lacs.	10	Details of projects undertaken in last three years including copy of Work orders/Contract Agreement/ Completion/ undergoing work Certificates.	
	Number of similar project completed in last 5 years			Marks
	1 to 3 Project			5
	more than 3 Projects			10
	Solution Proposed, Approach & Methodology			
5	Solution development methodology proposed for the demonstration of understanding of Software development and implementation, which would be required to deliver the service required by the	10	Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: <ul style="list-style-type: none"> <li>- Solution proposed and its components,</li> <li>- Technologies used</li> </ul>	

Sr. No.	Parameter	Max. Marks Assigned	Supporting Documents
	Government department [The approach should reflect the conceptual implementation framework proposed by the Vendor]		<ul style="list-style-type: none"> <li>- Scale of implementation,</li> <li>- Learning on Issues</li> <li>- Challenges likely to be encountered</li> <li>- Mitigation proposed</li> <li>- Client references</li> </ul>
6	System Functionality including presentation of the solution proposed.	30	Meeting the requirements of the department in terms of how close the proposal is to the functional requirements for the solution as have been proposed for department (In case it is COTS, it should be measured by degree of customization required)
7	Approach & Methodology to execute the work	5	Qualitative assessment based on <ul style="list-style-type: none"> <li>- Understanding of the objectives of the assignment: The extent to which the approach and work plan respond to the objectives indicated in the Statement/Scope of Work</li> <li>- Software development methodology proposed (ie. Waterfall model, Spiral model, Iterative, Agile development, Code and fix etc.)</li> <li>- Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Terms of Reference</li> </ul>
8	Project Work break down structure	5	Qualitative assessment based on timelines, resource assignment, dependencies and milestones
9	Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description	10	Write up on training Methodology
	<b>Total</b>	<b>100</b>	<hr/>

**NOTE:**

1. **Credentials of Parent company or subsidiary company shall not be considered for evaluation. e-bids of those Bidders who fail to qualify above mentioned requirements, would be summarily rejected & their Financial quote would not be opened. Such bidders would have to raise request for the refund/return of their EMD.**

**20.4 FINANCIAL BID OPENING AND EVALUATION PROCESS**

1. The Financial Bids of only the technically qualified bidders will be opened for evaluation on the prescribed date in the presence of bidder representatives who wish to attend the meeting.
2. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
3. The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
4. Any conditional bid would be rejected.
5. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
6. If there is a discrepancy between words and figures, the amount in words will prevail".
7. The bidder who has submitted the lowest commercial bid, shall be selected as L1 and shall be called for further process leading the award of the assignment.

**21 Contacting the Tendering Authority**

**21.1** No Bidder shall contact the Tendering Authority on any matter relating to his/her bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Tendering Authority, he/ she can do so in writing.

**21.2** Any effort by a Bidder to influence the Tendering Authority in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the Bidder's bid.

**(D) AWARD OF CONTRACT**

**22 Award Criteria**

Technically & Financially qualified bidder who quoted lowest rate would be awarded the Project.

**Purchaser's Right to vary Quantities at the time of Award:** Tendering Authority reserves the right at the time of award of Contract to increase or decrease the items and/or its quantity specified in the Schedule of Requirements without any change in price or other terms and conditions.

1. On written communication from Tendering Authority for having qualified as L1 bidder, the bidder will sign the contract within 15 days of such communication.
2. Issuance of work order will be at the sole discretion of Tendering Authority.

3. Work/Purchase order will be placed on the winning bidder in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Purchase Order.

### **23 Tendering Authority's right to increase / decrease Scope of Work at the Time of Award**

**23.1** The Tendering Authority reserves the right at the time of Contract award to increase or decrease the Scope of Work originally specified in the Schedule of Requirements without any change in price or other terms and conditions.

**23.2** If any taxes/duties are increased/decreased by the Government during contract period, the same shall be adjusted mutually after submitting the proof by the successful bidders to the Tendering Authority.

### **24 Tendering Authority's right to accept any e-Bid and to reject any or all e-Bids**

The Tendering Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

### **25 Notification of Award**

**25.1** Prior to the expiration of the period of e-Bid validity, the Tendering Authority will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.

**25.2** The notification of award will constitute the formation of the Contract.

**25.3** Upon successful Bidder's furnishing of performance security pursuant to ITB Clause 27, the Tendering Authority will promptly discharge bid security pursuant to ITB Clause 10.

### **26 Signing of Contract**

**26.1** At the same time as the Tendering Authority notifies the successful bidder that its e-Bid has been accepted, the Tendering Authority will send the bidder the Contract Form provided in the e-Bid documents, incorporating all agreements between the parties i.e. Tendering Authority, the Client Department and successful bidder.

**26.2** Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Tendering Authority.

### **27 Performance Security**

**27.1** Within 15 days of the execution of the contract with the Tendering Authority, the successful Bidder shall furnish performance security in the form of bank guarantee for 10% amount of order value in favor of Tendering Authority which would be valid for three months beyond the project closure. The Bank Guarantee shall be from State Bank of India or its associate banks or any nationalized bank of India or scheduled bank or HDFC Bank, IDBI Bank, ICICI Bank, Axis Bank located in India in favor of the Tendering Authority, in accordance with the Conditions of Contract, in the Performance Security Form provided in the e-Bid documents or in another form acceptable to the Tendering Authority.

## SECTION II : CONDITIONS OF CONTRACT

### Conditions of Contract

#### 1 Definitions

In this Contract, the following terms shall be interpreted:

- (a) "The Contract" means the agreement entered into between the Tendering Authority and the Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" mean the prices of various items payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Tendering Authority" means the organisation purchasing the Services and the Tendering Authority is Zila Panchayat Monitoring Cell, Panchayati Raj Directorate Plot No. 6, Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024.
- (d) "The Department " means the organisation for which the services are being purchased and the Department is **Panchayati Raj Department, Uttar Pradesh.**
- (e) "The Bidder" means the firm/company providing the Services under this Contract -----
- (f) "Day" means calendar day.

#### 2 Application

These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### 3 Performance Security

- 3.1. Within 7 days of the execution of the contract with the Tendering Authority, the successful Bidder shall furnish performance security in the form of bank guarantee for 10% amount of order value in favor of Tendering Authority which would be valid for three months beyond the project closure obligation from State Bank of India or its associate banks or any nationalized bank of India or scheduled bank or HDFC Bank, ICICI Bank, Axis Bank, IDBI Bank located in India in favor of the Tendering Authority, in accordance with the Conditions of Contract, in the Performance Security Form provided in the e-Bid documents or in another form acceptable to the Tendering Authority.
- 3.2. The proceeds of the performance security shall be payable to the authority in favor of whom the performance bank guarantees being made as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The tendering authority would serve prior written notice to the bidder before invoking the performance security.
- 3.3. The performance security shall be denominated in Indian Rupees and shall be in the following forms only:  
*A Bank guarantee issued by State Bank of India or its associate bank or a nationalized bank of India or a scheduled bank located in India or HDFC Bank, Axis Bank, ICICI Bank, IDBI Bank acceptable to the Tendering Authority, in the form provided in the e-Bid documents or another form acceptable to the Tendering Authority.*
- 3.4. The performance security will be discharged by the Tendering Authority and returned to the Bidder not later than 60 days following the date of its validity/completion of the Bidder's performance obligations
- 3.5. In the event of any contract amendment the Bidder shall within 7 days of receipt of such amendment furnish the amendment to the Performance Security rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations.



#### 4 Agreement Duration & Services during Warranty period

The Agreement duration will be initially for one year post implementation, whereas the selected bidder would have to provide AMC for second year after the satisfactory completion of AMC of first year as per the requirement of DEPARTMENT. The payment for the services during AMC period shall be made on a quarterly basis on submission of Invoice along with necessary reports. The bidder shall submit a separate bill for the same. Payment for bills raised by the bidder will be made only after the satisfactory report & payments received from DEPARTMENT and approved by competent authority. In exceptional circumstances, DEPARTMENT may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be communicated in written by competent authorities.

#### 4.2 Delivery and Documentation

The bidder shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not disclose the Contract, specifications, plan, pattern, samples to any person other than an entity employed by DEPARTMENT for the performance of the Contract without prior written consent from DEPARTMENT. In case of termination of the Contract, the entire document used by bidder in the execution of project shall become property of DEPARTMENT.

The Bidder shall provide all necessary support whenever requested by DEPARTMENT during the period of project implementation.

Upon Completion of the Work, the Bidder shall notify the Tendering Authority with description of Work completed etc. The Bidder shall mail the following documents to the Tendering Authority:-

- i. Copies of the Bidder's invoice showing Services description, unit price, total amount;
- ii. Completion certificate would be provided by Nodal Office (Deputy Director, ZPMC)

#### 5 Payment

Payment for the Application will be processed in following way after deducting applicable penalty and receipt of payment from the department:

##### i. Regarding Application/Mobile Application:

Sr. No.	Payment	Activities	As per Schedule
1	50% of Project Cost for 1st Year	Successful User Acceptance Testing (UAT) Testing on MeitY empanelled Cloud (DC) Server	T1=T0 + 90 Days
2	50% of Project Cost for 1st Year	Successful Go-Live.	T2=T1 + 30 Days

##### ii. Regarding Services:

Sr. No.	Service Description	As per Schedule
A2.1	Integration with Departmental/State Portal, quote per module integration cost	Delivery within 30 days of order. Payment would be done on delivery
A2.2	GIS Data Management System, with necessary map licenses	On delivery

<b>A2.3</b>	Training at HQ/District for each batch of max 20 trainees. Quote per batch rate.	On delivery
<b>A2.4</b>	Hosting on Meity approved Cloud server with compute for 1000 concurrent users, necessary software licenses, 01 TB Storage and 500 GB data IN/Out per month Quote Annual Charges	On delivery
<b>A2.5</b>	Charges for 01 TB Cloud Storage for 01 year. Note: Additional Storage would be ordered as per this rate	When ordered. Payment would be done on delivery
<b>A2.6</b>	Charges for 01 TB Cloud Data Backup for 01 year. Note: Additional Data Backup would be ordered as per this rate	Payment would be done on delivery
<b>A2.7</b>	SMS Gateway Integration Charges Quote One time charges	On delivery
<b>A2.8</b>	Cost of SMS valid for one Year from the date of issue, (quote per SMS rate)	On delivery

### iii. Regarding AMC

<b>Sr. No.</b>	<b>Particulars</b>	<b>As per Schedule</b>
<b>1</b>	For AMC of Application (Maintenance Post Go-Live)	Quarterly Payment would be done on quality basis after deducting penalty
<b>2</b>	For Services	As per above 5.ii

### 5.1 Payment Terms-

- a. The bidder's request for payment shall be made in writing, accompanied by an invoice describing, as appropriate, the milestone or milestones, delivered along with necessary reports/documents.
- b. Payments shall be made promptly by the Department, after submission of a valid invoice by the bidder and after the satisfactory report & payments received from DEPARTMENT.
- c. Deductions, if any, on Payment for invoice raised by the bidder will be as per Government Tax reforms & Penalty charges if applicable, will be as per SLA Agreement.
- d. All the payments shall be made only in INR (Rs).
- e. The T.D.S. as applicable will be deducted from payments as per rule.

## 6 Prices

Prices payable to the Bidder as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the Bidder to the Tendering Authority.

## 7 Contract Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

## **8 Assignment**

The Bidder shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with the Tendering Authority's prior written consent.

## **9 Delay in the Bidder's Performance**

- 9.1.** If at any time during performance of the Contract the Bidder should encounter conditions impeding timely delivery of the Services, the Bidder shall promptly notify the Tendering Authority in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Tendering Authority shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Work order.
- 9.2.** Except as provided under conditions of contract clause 9.1, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of penalty.

## **10 Penalty**

For penalty refer to "(D) Deliverable Milestone" & "(E) Service Level Agreement" section of this bid.

## **11 Termination for Default**

Tendering Authority, reserves the right to terminate this assignment without assigning any reason thereto. In the event that DEPARTMENT terminates this Agreement Performance Guarantee/security deposit furnished by bidder may be forfeited.

## **12 Force Majeure**

For Purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the bidder either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. (Earthquake, Natural Disasters, Riots). Force Majeure shall not include any events caused due to acts/omissions of such bidder or result from a breach/contravention of any of the terms of the Contract, Bid and/ or the Techno-commercial Offer. It shall also not include any default on the part of a bidder due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

In case of a Force Majeure, all Parties, that is, the selected System Integrator and the DEPARTMENTEN will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of the bidder and to minimize any adverse consequences of Force Majeure. Force Majeure event shall not affect customer's obligation to pay System Integrator for work performed.

**13 Governing Language**

The Contract shall be written in English or Hindi language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**14 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.

**15 Notices**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Tendering Authority and Bidder

Tendering Authority:  
Deputy Director,  
Zila Panchayat Monitoring Cell,  
Panchayati Raj Directorate, Plot No. 6,  
Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024

Department:  
.....  
.....  
.....

Successful Bidder:

(To be filled in at the time of Contract execution)  
.....

A notice shall be effective when delivered or on the notice's effective date whichever is later.

**16 Taxes and Duties**

Bidders shall be entirely responsible for all taxes. System Integrator will ensure tax payments to Government, to be paid as per statutory law; any changes in Statutory tax at the time of invoicing to be borne by the customer.

**17 Confidentiality**

- a) The officials deployed by the Selected Bidder shall treat as confidential all data with respect to the DEPARTMENT, GoUP as per Government policy.
- b) DEPARTMENT or its nominated agencies shall allow the Bidder to review and utilize highly confidential public records (if required) and the Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- c) Additionally, the Bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

- d) DEPARTMENT or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- e) The Bidder shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements.
- f) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - o Information already available in the public domain;
  - o Information not pertaining to e-Billing project which has been developed independently by the Bidder.
  - o Information which has been received from a third party who had the right to disclose the aforesaid information;
  - o Information which has been disclosed to the public pursuant to a court order.

## 18 Change Orders

- a) **DEFINITION**-Change is modification, addition or deletion to the system which are not covered in RFP and during RGT.
- b) Such Change falls within the general scope of the system, does not constitute unrelated work, and is technically feasible, taking into account both the state of advancement of the system and the technical compatibility of the change envisaged with the nature of the system as originally specified in the contract.
- c) DEPARTMENT shall have the right to propose, and subsequently require, the Project Manager to the order the bidder from time to time during the performance of the contract to make any change, modification, addition, or deletion to, in, or from the System.
- d) Change request should be communicated in written only. Bidder should submit change proposal which shall include following-Brief description of the change.
  - Impact on the time for achieving operational acceptance.
  - Detail estimated cost and timelines of the change.
  - Effect on functional guarantees
  - Effect on any other provision of the contract
- e) DEPARTMENT will review the change proposal submitted by the bidder and formally approved before making changes. No payment would be made to the bidder for changes in the software.

## 19 Settlement of Disputes :

- 19.1 In case a Party is of the opinion that a dispute has arisen under this Agreement, the Party shall notify the other Party of the detailed nature of the dispute, the right or obligation under this Agreement to which the dispute relates, and the relief sought by the Party raising the dispute.
- 19.2 The Parties shall in the first instance attempt to resolve the dispute in good faith. In case, the parties are unable to resolve the dispute, the matter shall be referred to the sole Arbitrator mutually agreed.
- 19.3 The sole Arbitrator shall attempt to resolve the dispute in a meeting specially convened for the purpose. The representatives of all Parties shall be invited to participate in such meetings.

- 19.4 The negotiations between the Parties and the proceedings before the sole Arbitrator shall be kept confidential unless Parties agree otherwise.
- 19.5 Each Party shall bear its own cost in relation to the dispute resolution as aforesaid.
- 19.6 Disagreement if any, arising out of the contract shall be settled by either party in a court of law under the jurisdiction of the High Court of Uttar Pradesh, Lucknow Bench.

## **20 STANDARDS OF PERFORMANCE**

The Bidder shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract as faithful advisor to DEPARTMENT. The Bidder shall always support and safeguard the legitimate interests of DEPARTMENT, in any dealings with the third party. The Bidder shall abide by all the Provisions/Acts/Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in RFP in totality.

## **21 OWNERSHIP / INTELLECTUAL PROPERTY RIGHTS**

DEPARTMENT will hold the source code of the project (Software and Mobile App). Further the IPR of all the system and application Software's (other than the proprietary component) that are part of the Application and any derivative works, modifications, enhancements or improvements to the software or its related source code or and documentation and also all copyrights and trademarks would remain with DEPARTMENT. Details of IPR are as follows.-

Means all rights in written designs and copyrights, moral rights, rights in databases and e-Billing Platform including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);

Ownership of Intellectual property rights and source code of customized part will be with the Department. Department to own APIs along with source code and other relevant artifacts such as documentation etc. developed for them by the bidder.

## **22 WORKFLOW**

The Application needs to support a work flow based system which can be configurable and will support necessary business logics to support various business requirements.

## **23 FUNCTIONAL AND DATA SECURITY**

The application needs to provide comprehensive functional and data security. The bidder need to ensure the above with help of enabling role and permissions based delegation module, business logic, virtualization of data or any other suitable means with permission of DEPARTMENT.

## **24 EXIT MANAGEMENT SCHEDULE**

### **i. Purpose**

- a) This Schedule sets out the provisions, which will apply on expiry or termination of the agreement/Contract, the Project Implementation, Operation and Management.
- b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

- c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

## **ii. Cooperation and Provision of Information**

During the exit management period:

- a) The bidder will allow DEPARTMENT or its nominated agency access to information reasonably required to define the current mode of operation associated with the provision of the services to enable DEPARTMENT to assess the existing services being delivered;
- b) Promptly on reasonable request by DEPARTMENT, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the bidder or sub-contractors appointed by the bidder). DEPARTMENT shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The bidder shall permit DEPARTMENT or its nominated agencies to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.

## **iii. Confidential Information, Security and Data**

- a) The bidder will promptly on the commencement of the exit management period supply to DEPARTMENT or its nominated agency the following:
  - Information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
  - Documentation relating to Project's Intellectual Property Rights;
  - Documentation relating to sub-contractors;
  - All current and updated data as is reasonably required for purposes of DEPARTMENT or its nominated agencies transitioning the services to its Replacement bidder in a readily available format;All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable DEPARTMENT or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to DEPARTMENT or its nominated agencies, or its Replacement bidder (as the case may be).
- b) Before the expiry of the exit management period, the bidder shall deliver to DEPARTMENT or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c) Before the expiry of the exit management period, unless otherwise provided under the DEPARTMENT or its nominated agency shall deliver to the bidder. All forms of bidder confidential information, which is in the possession or control of DEPARTMENT or its nominated agency.

## **iv. Employees**

- a) Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to bidder dedicated to providing the services at the commencement of the exit management period.

- b) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to DEPARTMENT or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations
- c) To the extent that any Transfer Regulation does not apply to any employee of the bidder, department, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by DEPARTMENT or any Replacement bidder.

**v. Transfer of Certain Agreements**

On request by DEPARTMENT or its nominated agency, the bidder shall effect such assignments, transfers, licenses and sub-licenses as may require in the name of DEPARTMENT or its Replacement bidder in relation to any cloud lease, maintenance or service provision agreement between bidder and third party licensor, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by DEPARTMENT or its nominated agency or its Replacement bidder.

**vi. Rights of Access to Premises**

- a) At any time during the exit management period, where Assets are located at the Bidder's premises, the bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third-party premises, procure reasonable rights of access to) DEPARTMENT or its nominated agency and/or any Replacement bidder in order to make an inventory of the Assets.
- b) The bidder shall also give DEPARTMENT or its nominated agency or any Replacement Bidder right of reasonable access to the bidders premises and shall procure DEPARTMENT or its nominated agency and any Replacement Bidder rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to DEPARTMENT or its nominated agency, or a Replacement bidder.

**vii General Obligations of the bidder**

- a) The bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to DEPARTMENT or its nominated agency or its Replacement bidder and which the bidder has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the bidder.
- c) The bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

**viii Exit Management Plan**

- a) The bidder shall provide DEPARTMENT or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the



following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management phase

- I. A detailed program of the transfer process that could be used in conjunction with a Replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - II. Plans for the communication with such of the bidder's sub-contractors, staff, bidders, customers and any related third party as are necessary to avoid any material detrimental impact on DEPARTMENT's operations as a result of undertaking the transfer;
  - III. (if applicable) proposed arrangements for the segregation of the bidder networks from the networks employed by DEPARTMENT and identification of specific security tasks necessary at termination;
  - IV. Plans for provision of contingent support to DEPARTMENT and Replacement bidder for a reasonable period after transfer.
- b) The bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
  - c) Each Exit Management Plan shall be presented by the bidder to and approved by DEPARTMENT or its nominate agencies.
  - d) The terms of payment as stated in the Terms of Payment Schedule includes the costs of the bidder complying with its obligations under this Schedule.
  - e) In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
  - f) During the exit management period, the bidder shall use its best efforts to deliver the services.
  - g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

#### **ix Transfer of Source Code**

The bidder shall deliver, or otherwise certify in writing that it has delivered, to the DEPARTMENT a full, accurate and up to date versions and latest release of, but not limited to:

- a. Source Code (with source tree) and associated documentation
- b. Application architecture documentation and diagrams
- c. Release documentation for functional, technical and interface specifications
- d. A plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
- e. Information about Solution Specific development tool e.g., IDE, API Tool
- f. Source Code and supporting documentation for testing framework tool and performance tool
- g. Test director database
- h. Test results for the latest full runs of the testing framework tool and performance tool on each environment; and
- i. Solution specific test harness (if any) (Application Traffic Performance Analyzer (ATF) and performance tool)

## **25 ROLES AND RESPONSIBILITIES**

The following section outlines the responsibilities of Bidder and DEPARTMENT.

### **A) BIDDER**

- a) The bidder is responsible for development and maintenance of the Application as mentioned in this RFP and to comply with all necessary standards and regulations.
- b) Responsible for day to day operation of the Application including reporting, issue resolution etc.
- c) The bidder will create and take a sign-off on the documents required at various stages of SDLC including FRS (Functional Requirement Specification) during Application development and maintenance and support. It will be also responsible for regular updates of the documents as and when required.
- d) Conduct training to help department officers so as to generate maximum benefit out of the e- governance initiative.
- e) Will undertake all the tasks related to hosting, deployment and operation for smooth functioning of Application.
- f) Bidder will be responsible for procuring all the necessary software for deployment and running of Application.
- g) Provide backup tapes/disks for periodic backup of the data, software and other related configurations of Application in DC. Backup tapes/disks would be provided by bidder.
- h) All other responsibilities as described in this RFP.

**B) DEPARTMENT**

- a. Review of functional specifications, test documents, acceptance plan, project plans, architecture related to Application.
- b. Project evaluation and SLA monitoring and clearance of invoices raised by the bidder.
- c. Evaluate for Change Requests raised by the bidder and ensuring timely approval of the same.
- d. Continuous monitoring of the project and evaluate the performance of the same on regular intervals.
- e. DEPARTMENT will assign its Single Point of Contact for this project.
- f. All other responsibilities as described in this RFP.

**26 MISCELLANEOUS**

- a) The bidder shall use its best efforts to ensure that sufficient bidder personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services. After discussion with bidder, DEPARTMENT or its nominated agencies shall have the right to require the removal or replacement of any bidder personnel performing work under this Agreement. In the event that DEPARTMENT or its nominated agencies requests that any bidder personnel be replaced, the substitution of such personnel shall be by another personnel of required qualifications.
- b) The bidder shall also be responsible to train certain employees of DEPARTMENT, or its nominated agencies with regard to the Services being provided by the bidder as and when required by the DEPARTMENT or its nominated agencies during the Term of this Project. The parameters of the training required for these employees of DEPARTMENT or its nominated agencies shall be communicated by DEPARTMENT or its nominated agencies to the bidder periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- c) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of bidder to freely assign or reassign its employees; provided that bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced, to their replacements. DEPARTMENT or its nominated agencies shall have the right to review

and approve bidder's plan for any such knowledge transfer. Bidder shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.

- d) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.

### SECTION III: TECHNICAL E-BID

#### (A)e-BID FORM

e-BID Ref.: PAN/WMS/2021-22

Date : .....

To ,

The Deputy Director,  
Zila Panchayat Monitoring Cell,  
Panchayati Raj Directorate Plot No. 6,  
Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024

Dear Sir,

Having examined the e-Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide \_\_\_\_\_ (*Description of Services*) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the e-Bid document and will delivered the services as per the Technical e-Bid(Section III) of the e-Bid documents. We further undertake that we fulfill the Qualification Requirements (Section III(F)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, details of experience and past performance and the required bid security in shape of bank guarantee are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the Section III.

If our e-Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Tendering Authority for a sum equivalent to 10% of the Contract price for the due performance of the Contract.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-Tender Document are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this ..... day of ..... 20.....

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign E-Bid for and on behalf of \_\_\_\_\_

## **(B) SCOPE OF WORK & Department Details**

Zila Panchayat Monitoring Cell of Uttar Pradesh aims to make effective use of ICT and better deliver its project management services to the stakeholders and at the same time assist the policymakers to design effective plans and policies to better facilitate the stakeholders of this service. The main goals that the DEPARTMENT wants to achieve are:

- The Department executes projects worth Rs. 2200cr per year by 75 Zila Panchayats and Rs. 2200cr per year by 826 Kshetra Panchayats under Central Finance Commission & State Finance Commission. This project is for online monitoring of these works.
- To improve the mechanism to provide information support to the higher authorities to monitor physical and financial progress of projects and insist the necessary administrative control.
- To improve the productivity and responsiveness of employees and reduce the cycle time/repetition of activities through introduction of ICT based processes such as workflow automation, database and knowledge store management and better communication mechanism.
- Automation of standard processes related to Construction and Account Management to reduce paper based manual work.
- Efficiency in creation, movement, tracking of works/contracts

DEPARTMENT is planning to implement e-Governance solution for automation of Project sanctions, Bidding, Award of contract, Measurement Book and Contractor/Work Billing Process related to DEPARTMENT. This contains following modules.

1. Contractor Management
2. Project Survey
3. Project estimate preparation
4. Project Sanction, Tendering out
5. Project Contract Management
6. Preparation of E- Measurement Book.
7. Preparation of E- Billing.
8. Integration with ongoing Modules in the department/State Portal
9. Dashboard
10. GIS Data Management System
11. Mobile app (Android & iphone)
12. Monitoring the progress of project implementation.

Each district & Block will work independently on the application, while some of the data like contractor management would be shared as per the requirement of the department

## 1 PREPARATION OF SOFTWARE REQUIREMENT SPECIFICATION (SRS)

The bidder shall carry out a detailed systems study to refine the requirements and formulate the Software Requirements Specifications (SRS) incorporating the functional specifications. The system study should also include different integration points with internal department and software's as per the requirement of DEPARTMENT. The SRS preparation shall take into account the GPR (Government Process Reengineering) changes suggested by the DEPARTMENT.

**Requirement Gathering:** The bidder shall understand the requirements and propose a best suited solution which helps in meeting the specific requirements of the DEPARTMENT. The bidder must study the infrastructure needs of the project & visit the DEPARTMENT locations and gather the detailed requirement, understand the setup and perform the gap analysis.

**Process Study:** The bidder should study the process of the DEPARTMENT for the application development. DEPARTMENT will provide the relevant support, available reports and information required for completing the study.

**Preparation of SRS of Solution:** To prepare a Software Requirement Specification (SRS) report –based on an independent assessment of the requirement of DEPARTMENT and the functional requirements as specified in this Tender document for enabling the services identified for implementation under the project.

## 2 DESIGN AND DEVELOPMENT

The bidder to work on the design and development activities after the approval of the SRS documents, the bidder to submit high level architecture documents of the proposed solution and prepare detailed design documents (SDD) for approval before starting the development activities. The bidder is responsible for preparing the test cases for unit and integration testing and has to submit the test cases with results and get approval before moving to UAT.

## 3 CUSTOMIZATION OF COTS APPLICATION

The bidder would develop application or customize the application in accordance with the approved requirements specifications and design specifications and according to the approved Project Plan and carry out the Unit Testing of the application in accordance with the approved test plans & submit test results to DEPARTMENT.

## 4 USER ACCEPTANCE & GO LIVE

The user acceptance testing would be done by the DEPARTMENT and fine-tuning of the application would be done by bidder for bugs/issues reported during UAT. Bidder would be responsible for following-

- To develop the test cases with the help of the functional team from the DEPARTMENT for required inputs. The responsibility of preparing the test cases would be with the bidder.
- To prepare the testing approach and plan.
- To help the DEPARTMENT team to perform the user acceptance testing of the solution based on the approved test plan, document the results. The bidder to fix any bugs /issues found during use acceptance testing by following the standard procedures (like fixing the bug in development, unit testing and submitting the results etc.)
- Installation and Configuration of solution.
- Configuration of Users, providing access as per roles defined.

- To implement the solution at the DEPARTMENT– based on an independent assessment of the software, user acceptance and testing.
- To ensure that the software design and implementation takes care of necessary security aspects such as data safety, access controls, integrity and back up measures. Incorporation of changes, if any, in the solution Implementation of the solution in the DEPARTMENT.
- UAT Sign off from DEPARTMENT.
- Go-Live stage: Hosting/deploying application on Production Server.

## 5 CAPACITY BUILDING AND TRAINING

- Training could have multiple sessions as per the need and requirement of the project/ application.
- Hence, the bidder shall conduct Training Needs Analysis of all the concerned staff and drawing up a systematic training plan in coordination with DEPARTMENT.
- The bidder shall provide training atleast 1000 staff of the DEPARTMENT. They will also involve core group members through process of SRS preparation, testing phase and implementation phase.
- The space and requisite training infrastructure like computers, projector with screen shall be arranged by the Department. The training shall be conducted at State/District block office location.
- The bidder should provide training literature in the form of Training manual.
- Arrangement of transport, boarding, food will be the department's responsibility.

Sr. No.	Training Description	Number of Employees per Batch (Approx)	Total Number of training batches	Number of Employees to be trained as Master Trainer	Total Employees to be trained throughout the State, UP (Approx)
1	Training to Core members of the Department & Contractor(s) registered with the Department.	20	50	20	1000

Note: Training for 8hrs per day in a batch that shall be completed in one working days

## 6. WARRANTY AND MAINTENANCE-

The bidder should provide warranty for a period of one year after operational acceptance (Go-live). As part of the warranty services the bidder shall provide

- All upgrades and updates to the software (standard as well as product) earliest possible and not later than 3 months from release of new version. The changes would have to be done as per Norms/provisions revised by State Government/Department.
- Support in smooth functioning of the applications.
- E-mail based and Telephonic support on the usage / issues of the system to the department user.
- The bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.

- Bugs fixing shall be done without any extra charge and offsite support.
- Free Technical Support.

## **7. HOSTING OF APPLICATION and IPR**

- Hosting during development, testing (UAT) and training will be done at the bidder's premises and at the bidder cost.
- Application will be hosted on DC and DR has to be provided.
- MeitY Approved Cloud Datacentre
- All source code and Raw Files will be property of the department and bidder will provide it to the Client Department as and when required.
- Bidder will have no rights over code and data and department can use this code and data as per their own requirement.



## **(C) FUNCTIONAL SPECIFICATIONS FOR PROPOSED SOLUTION**

### **1. FUNCTIONAL REQUIREMENT SPECIFICATION (FRS)**

#### **BRIEF DESCRIPTION**

DEPARTMENT of state Uttar Pradesh aims to make effective use of ICT for better delivering of project management services of DEPARTMENT to its stakeholders and at the same time assist the policymakers to design effective plans and policies to better facilitate the stakeholders of this service.

The main goals that the DEPARTMENT wants to achieve are:

- To improve the mechanism to provide information support to the higher authorities to monitor end-to-end operations across the state and insist the necessary administrative control.
- To facilitate the DDOs to raise demands for budgets through a common framework and provide a tracking mechanism for the same.
- To have a Management system for Contractors and allotting them works for further use in the system.
- To have measurement book recording system and auto generation of bills and related documents to have accurate and faster generation of such documents.
- To improve the productivity and responsiveness of employees and reduce the cycle time/repetition of activities through introduction of ICT based processes such as workflow automation, system-based calculations, database management, knowledge store management and better communication mechanism.
- Facilitate state level reporting system that encompasses most operational entities of works like Frequency Charts, ensuring quantity executed and quick overview of financial data.
- Helps in decision making - Checklists, and readily available data related operations, assets and budget management.
- Accounts, project preparation, Project Sanctions as per hierarchy of project monitoring

#### **FUNCTIONAL SPECIFICATIONS FOR PROPOSED SOLUTION**

DEPARTMENT of state Uttar Pradesh wants to automate the following set of business processes for the development of current Measurement Book & Work Done Billing for DEPARTMENT, UTTAR PRADESH projects as part of this e-governance initiative.

##### **MODULE 1:- CONTRACTOR MANAGEMENT**

- Facility to Register Contractor on the portal
- Facility to search contractor based on various criteria
- Facility to generate contractor registration certificate
- Facility to search and Blacklisting of contractors
- Facility to search Contractor's performance record
- System will have facility to search and white listing of contractors based on contractor PAN number

##### **MODULE 2:- PROJECT ESTIMATE PREPARATION**

- Facility to Prepare/Record Techno Commercial Proposal/Estimate

- Facility to re-prepare/Record Techno Commercial/Estimate Proposal as per the requirement of client
- Facility to record approval on Techno Commercial Proposal/Estimate and revision of proposal accordingly
- Facility to Record Administrative/Financial Sanction
- Facility to revise Estimate on the basis of approval received

### **MODULE 3:- PROJECT CONTRACT MANAGEMENT**

#### **Post Tendering and award of contract**

- Contract creation and management.
- Facility to add successful bidder in system.
- Facility to auto generate Contract Id (Work ID for billing purpose) as per logic given.
- Facility to give automatic alert for issue of work order through SMS/mail to all concern officers.
- Facility to upload signed contract copy in it.

### **MODULE 4: PREPARATION OF E-MEASUREMENT BOOK**

- Facility to prepare online measurement book for specific work.
- Facility to generate single MB for one work.
- Facility to generate system generated MB number given by logic.
- Facility to link it to Approved Estimate and BOQ of work.
- Facility to add measurements in MB from approved estimate or import measurements in excel format in system.
- Facility to enter and maintain record entries of items.
- Facility to add Detail of measurement in LBH format.
- Facility to add quantities for elements for which use of different formulae is necessary (Tapered sections, Curved walls, Trapezoidal sections.)
- Facility to add name and designation of measurement's recording authority.
- Facility to add name and designation of measurement's 100 % checking authority.
- Facility to add name and designation of Executive Engineer to check 5% measurements.
- Facility to add quantities of items from approved schedule 7 of SBD, approved EIRL, approved Variation, rejected and reconstructed.
- Facility to add abstract of bill.
- Facility to record MB for newly started work.
- Facility to record MB for already started works and have facility to add/enter basic details of work, authority and details of last paid bill.
- Provision of certification of claims by Authority Engineer in case of EPC contracts.
- Appropriate security provision for non-tampering of MB.

### **MODULE 5: PREPARATION OF E-BILLING APPLICATION.**

- Facility for 1. Preparation of bills and 2. Passing of bills
- Facility to auto populate items from approved Schedule 7 of SBD, Variation, EIRL and enter detailed measurements, including description of item, measurements and quantities.
- Facility to enter and maintain record entries of items in Schedule B of tender.
- Facility to generate running Bill based on detailed measurement entered.
- Facility to generate final bill and facility to show summary of quantities recorded, recoveries made, secured advances given, part rate done and not released reduced rate if any till last bill and remaining quantities to pay as per approved estimate/EIRL/Variation .

- Facility to show items included in Variation /EIRL separately in record measurements and abstract of running/Final Bill.
- Facility to make payment for quantities of different items in
  - accepted quantities(No dispute),
  - accepted under protest(Dispute)
- Facility to make payment for quantities rejected and reconstructed items.
- System shall not allow payment of quantities beyond permissible limit as per rules.
- Facility to allow payment for quantities approved in Variation or EIRL proposal by competent authority.
- Facility to make payment by reduced rate for item/items in bill. Facility to add order approved for reduced rate of item/items by competent authority.
- Facility to make payment by part rate for item/items in bill.
- Facility to release part rate payment.
- Facility to make payment for item/items for work done but not measured as per rules and regulations.
- Facility to add secured advances in bill
- Facility to recover secured advances in consequent bills.
- Facility to calculate price escalation.
- well defined route for preparation, submission, scrutiny, approval of bills for Technical and Account checking.
- System shall be able to auto calculate all deductions (Royalty charges/insurance etc) as per Govt. GR and deduct the same from Gross amount of bill.
- Facility to allow competent authority to withheld amount from submitted bill.
- Facilitate EE to pass bill with all necessary deduction and amount to be withheld.
- Facility to allow EE to make payments to Contractor as per availability of funds, subsequent to receipt of NOC.
- Facility to Upload Quality Control results/ royalty challans/documents necessary along with bill for payment of bills.
- Facility to give alert and not process bill if any of above is missing.
- Facility to add MB No and reference page No from MB in bill in case MB is manually written.
- Facility to add names of JE/AE in it.
- System shall maintain record of important correspondence by/with Vendor/contractor/JV related to bill.

## **Services**

### **1. Integration with ongoing Modules in the department/State Portal**

Department may be having some of the modules or additional module(s). The selected bidder would have to integrate those modules with this application. Further selected bidder would integrate this application to the state portal. For Integration required API would be provided by the department.

### **2. Dashboard**

- Use of professional Dashboarding
- Dashboards for Works, E-Bills, Works Progress,
- State, Zone and Circle level dashboards for quick monitoring and actions
- Drill-Through reports quick filtering in dashboards
- Main dashboard at Secretary level for Demands, Expenses, and head-wise management

### **3. GIS Data Management System**

Selected bidder would have to develop GIS Data Management System for geo tagging of sites as per the requirements of department. Bidder would have to provision necessary map licenses.

### **4. Mobile app (Android & iphone)**

Mobile app (Android & iphone) is also to be developed for the modules as asked by the department.

### **5. Hosting**

- Hosting on Meity approved Cloud server with compute for catering 1000 concurrent users, necessary software licenses and 500 GB data IN/Out per month.
- Selected agency would have to provision backup on cloud as per the requirement of the department.

### **6. Training**

One day Training to be provided at State and District Head Quarter. Officials/Contractors of District/Blocks will attend training at District Head Quarter

Note: These are basic requirements. DEPARTMENT would clarify the same in SRS.

## **2. GENERAL REQUIREMENTS**

1. The expected load on the system is;
  - a. The total number of users using the system expected to be 100% of the trainees.
  - b. The peak number of concurrent users using the system is expected to be upto 80% of the trainees.
2. The application software should be designed to cater to this load without any degradation of performance as explained above.
3. The system should utilize a database schema, design that is capable of handling current and future work load as defined above.
4. System should be upwardly scalable in the event of increased usage of the system or making marginal changes with new business requirements as defined above (without impacting performance).
5. Successful Bidder would provide the SMS pack.SMS would be as per requirement of the department.
6. Reports shall be as per FRS & as per Govt/Industry practices & as per requirement of Department, which is freezed in SRS. Reports shall include Bar Chart, Pie Chart, etc. wherever applicable.
7. Facility for e-Signing documents as per SRS shall be made available in the software.
8. Project Coordinator of the Successful bidder if opted by department will be stationed within 15 days from the award of project.
9. Helpdesk operator cum trainer if opted by department will be stationed at DEPARTMENT's HQ as project is declared Go Live by the department.
10. DEPARTMENT will assign its Single Point of Contact for this project.

## (D) Delivery Schedule

The milestones and deliverables for the implementation of the project

Sr.No.	Activity	Completion Time (days)
1	<b>Signing of Tripartite Agreement with the Service provider</b>	T0
2	Preparation SRS Document& Confirmation and acceptance of SRS from DEPARTMENT	T0 + 15
3	Development of application/Customization & Configuration in Software	T0 + 60
4	Installation / Hosting of Portal on DEPARTMENTUAT Server	T0 + 75
5	User Acceptance Testing(UAT)	T0 + 90 = T1
6	Bugs/Issues reported during UAT resolution	T1 + 10
7	Successful UAT Completion on UAT Server	T1 + 20
8	Deployment of Software & Go Live for Portal on DEPARTMENT Server (G0)	T1 + 30
9	Training and capacity Building	T1 + 30
10	<b>Go Live across State DEPARTMENT, Uttar Pradesh offices</b>	<b>T1 + 30</b>

**Note: The bidder would have to provide re-training as per requirement of the department.**

If the bidder fails to deliver any or all of the service/equipment/product/solution/document or does not perform the Services within the time period(s) specified in the Contract to the satisfaction level of DEPARTMENT, the DEPARTMENT shall, without prejudice to its other remedies under the Contract, may deduct from the Contract price, as liquidated damages, a sum equivalent to 1% of the price of the undelivered service/equipment/product/solution/document at the stipulated rate for each week or part thereof during which the delivery is delayed subject to a maximum limit of 10 percent of the stipulated price of the service/equipment/product/solution/document so undelivered. Such penalty is to be deducted always by the DEPARTMENT from the bill of the firm or make purchase elsewhere on the account and risk of Vendor. Once the maximum of the damages above is reached, DEPARTMENT may consider termination of the Contract & may seize the performance Bank Guarantee. The condition of liquidated damages is applicable provided that the Software finally works and is of use to the DEPARTMENT.

## (E) SERVICE LEVEL AGREEMENT

### 1- CUSTOMER SUPPORT / SLA MONITORING / APPLICATION MANAGEMENT

The bidder is required to provide Help Desk module for customer support function, Application Management Module for application management and SLA monitoring. The Help Desk module shall be used by the bidder to manage the customer ticketing and life cycle. The SLA monitoring tool shall have the ability to track the SLAs as described in the RFP at a minimum; the monitoring tool shall have the ability to generate the necessary automated reports. The SLA monitoring tool shall have the ability to export or import the necessary data. The application monitoring tool shall help bidder and DEPARTMENT to manage and monitor Application and related components of both the modules effectively.

## 2- SERVICE LEVEL AGREEMENT (SLA)

### i. INTRODUCTION

This section details the various service levels to be adhered by the bidder. The performance of the Bidder and the payment is linked to the Key Performance Indicators listed in the document. The SLAs are intended to

- A. Clearly articulate the performance criteria to be used to monitor SLA as well as the criteria used to calculate the penalty if any due to violation of SLAs.
- B. Help Bidder monitors and attains the required service levels.
- C. Bring to attention of DEPARTMENT any drop in the performance levels.

**The Bidder will be required to meet the SLAs specific to**

- A. Service Delivery
- B. Application Performance
- C. Application Availability/Help Desk
- D. Security and incident Management
- E. Service Request

### ii. SERVICE DELIVERY SLA (INDICATIVE)

For all development activities including change request

#### a. Timely Delivery:

Timely delivery of deliverables would comprise the associated software application (if applicable) and all documents that are to be submitted as part of the project deliverables.

Service Level Requirement- All the deliverables defined in the contract has to be submitted on-time on the date as mentioned in the contract with no delay.

Measurement of Service Level Parameter- To be measured in Number of weeks of delay from the date of submission as defined in the project contract.

Penalty for non-achievement of SLA requirement- Delay would attract a penalty as per the following:

1. For delay in delivery of Application= Rs 10,000.00 per week penalty  
This would be applicable, if there is delay in Milestone No. 5 of the Delivery Schedule.
2. For delay in delivery of performance reports = Rs 10,000.00 per week penalty  
This would be applicable, if there is delay in delivery of QGR as per Payment Schedule.
3. For Service = Rs 5000.00 per day penalty.  
This would be applicable if there is delay in closing the complaint ticket. Incident Management tool is the responsibility of Bidder, QGR shall include the same.
4. Delay in delivery of any other items related to Scope of Work = Rs 5000.00 per week penalty.
- 5.

### **b. Correctness of Delivery:**

Correctness of deliverables would comprise software application and all documents that are to be submitted as part of the project deliverables.

Service Level Requirement- All the deliverables defined in the contract has to be submitted as mentioned in the contract with minimum error/defect/bugs (as defined below) Documents- The documents submitted to DEPARTMENT for final approval should have no errors.

Note: If at any time during performance of the Contract, the selected agency should encounter conditions, not attributable to the agency, impeding timely delivery of the Services, then the agency shall promptly notify DEPARTMENT in writing of the fact of the delay, its likely duration and its cause(s). The selected agency at all times shall proactively do all the coordination timely with the DEPARTMENT and other stakeholders to ensure timely completion of scope of work. The agency shall also apprise to the DEPARTMENT all the necessary data required for expeditious decision making in form of Fortnightly Status Reports or Status Reports as per requirement basis. If the Services are impeded or delayed in spite of best efforts by the agency, suitable time extension may be considered by DEPARTMENT provided they are satisfied/ convinced about the reasons given by the agency without imposing any penalties.

### **iii. HELP DESK**

As per clause number 2 CUSTOMER SUPPORT / SLA MONITORING / APPLICATION MANAGEMENT& BoQ.

### **iv. SECURITY AND INCIDENT MANAGEMENT SLA**

Definition- Security incident could consist of any of the following but not limited to Data theft-Compromise of any kind of data through application

Intrusion- Successful unauthorized access to DEPARTMENT application resulting in loss of confidentiality/Integrity/availability of data.

Service Level Requirement- There should be no incidents of any kind

Measurement of SLA- The network should be monitored for Data theft-Compromise of any kind of data through application

Penalty for non-achievement of SLA requirement-If the successful bidder is not able to meet the above then any deviation from the same would attract a penalty.

### **v. SERVICE REQUEST**

Successful bidder should provide on time delivery of service request.

Definition-Service Request can be any of the following but not limited to Changing access rights, fetching backend data etc

Service level requirement-The agreed upon timelines for each service Request should be met.

Measurements of Service Level Parameters-

Service level would be defined in the no. of hours calculated from the time of login the request with support team of the successful bidder.

Penalty for Non-achievement of Service level Requirement-Delay of every hour would attract a penalty.

### **3- OPERATIONAL ACCEPTANCE**

- a. **DEFINITION-** Operational Acceptance is to ascertain whether the system confirms to the technical requirement and meets the standard of performance quoted in the bid, including but not restricted to the functional and technical performance requirements.
- b. The bidder shall be responsible for managing OAT (Operational Acceptance Testing), Load Testing, Performance Scalability testing, etc. as per mutually agreed criteria.
- c. The bidder shall achieve Operational Acceptance of the System within a period of 60 days after Go-Live across the state.
- d. Extended time if any required for achieving Operational Acceptance in unavoidable situation be given by competent authority of DEPARTMENT if required by either DEPARTMENT or the bidder.

### **4- FINAL ACCEPTANCE**

At the end of the Final Acceptance period, the DEPARTMENT will acknowledge complete final acceptance in writing to the successful bidder upon completion of the following:

- All required activities as defined in the bid document (including RGT) including all changes agreed by DEPARTMENT and delivered by the Successful Bidder and accepted by DEPARTMENT
- All required system functionality as defined in the bid document (including RGT) including all changes agreed by the department and delivered by the Successful Bidder and accepted by DEPARTMENT.
- All required documentation as defined in this bid document including all changes agreed by DEPARTMENT and delivered by the Successful Bidder and accepted by the DEPARTMENT.
- All required training as defined in this bid document including all changes agreed by the DEPARTMENT and delivered by the Successful Bidder and accepted by DEPARTMENT.
- All identified shortcomings/defects in the systems have been addressed to DEPARTMENT's complete satisfaction
- The Successful Bidder must agree to above criteria for complete final acceptance and further agrees that:
- It will provide without additional charge to the DEPARTMENT and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.
- In order to accept the system, the Department must be satisfied that all of the work has been completed and delivered to the Department's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Successful Bidder in the presence of the Department staff.



- 5-** Failure to maintain hosting uptime ranging 99-99.5% may lead in deduction of LD @10% of quarterly payment, uptime ranging 95-98.99% may lead in deduction of quarterly payment @30% and uptime below 95% may lead in deduction of quarterly payment @100%.
- 6-** Department would deduct the amount due for payment to the vendor, the amount charged as LD. If the amount of such LD exceeds the payment due to the vendor, the vendor shall within 15 days make a full payment with the department.

**NOTE:** The acceptance test of the application system will be conducted with the live/actual data.

## (F) COMPLIANCE MATRIX

The Eligible bidder should satisfy the below mentioned criteria and should submit valid documentary evidence for the below mentioned points:

S.N	Criteria	Required Documents	Complied (Yes/No)	Page No
1.	The bidder should be a Company registered in India under the Companies Act 1956/2013 having relevant registration, with their registered office in India for the last three years.	Certificate of Incorporation		
2.	Average Annual Turnover of the bidder during the last three financial years, i.e., for 2018-2019, 2019-20 & 2020-21 (as per the last published audited balance sheets), should be at least Rs.Ten Crore.	CA Certificate with CA's Registration Number/ Seal		
3.	The bidder must have on its roll at least 30 technically qualified professionals having relevant degrees to perform the services as per RFP	Undertaking from Director or HR Head of the Bidder		
4.	Bidder should have ISO 9001-2008/2015 or ISO 27001 certification.	Provide valid Certificate		
5.	Bidder Should not be Blacklisted/debarred/prohibited by any State/Central Government Departments/Organisations company by any State, Central Government/ Government Undertaking Company.	Undertaking by Bidder		
6.	The bidder should have a valid PAN	Copy of PAN Card		
7.	The bidder should have a valid registered number of GST	Copies of relevant certificates of registration		
8.	The Bids should be submitted by the prime Bidder only; no consortium is allowed in this Bid	Undertaking by Bidder		
9.	The bidder should have done software work (Supply, Design, Development, Customization, Implementation or Support Software) in any Government / Government Undertaking / PSU Sector in last three financial years including current financial year, having work order value for the work of not less than Rs 50.00 lacs. Bidder should submit duly signed & stamped evidence i.e. the copy/copies of work order/satisfactory installation/commissioning report issued by the concerned department/ organization.	Copy of Work orders/Contract Agreement/ Completion/undergoing work Certificates.		
10.	Power of Attorney	Copy of POA		
11.	EMD	Scanned copy of EMD		

S.N	Criteria	Required Documents	Complied (Yes/No)	Page No
12.	Bid Processing Fee	UTR No.		
13.	The bidder should have its office in Lucknow, Uttar Pradesh. If the bidder doesnot has its office in Lucknow then the bidder must have to open its office in Lucknow within 15 days from the date of award & inform the complete details of Single Point of contact person.	Proof of office in Lucknow or Undertaking by Bidder for opening office in Lucknow		
14.	Bidder will be authorized by CSP to participate in the bid and provide the services required under this bid. Letter of support/ Authorization Letter from the CSP to the Bidder for providing services for this particular Project.	Provide MAF issued by MeitY empanelled CSP		

## (G) CAPABILITY STATEMENT (CS)

Particulars of Bidder:

1. Name of the Bidder's Company / Firm :

Address of the Bidder's Firm :

Telephone No. :

Email of the company :

Website :

2. Name and Designation of Contact Person :

Email of Contact Person :

Telephone/ Mobile No. of Contact Person:

3. Date of incorporation of Company / Organization:

4. PAN No. of Company / Organization

5. GST No. of Company / Organization

### 5a. Details of Tender Document Cost (Non-refundable):

UTR No:	Date:	Amount
Transaction Made through Bank Name:	Branch Name:	

### 5b. Details of Bid Security submitted:

epayment UTR/Bank Guarantee	No:	Date:	Amount
Drawn on	Bank Name:	Branch Name:	

### 6. Certifications:

Particulars	Yes/No	Valid up to
ISO-9001:2008/2015		
ISO 27000		
Any other (Please specify)		

**7. Financial Details as per Audited Balance Sheet:**

7a. Turnover of company (Rs. in Cr.)

2018-19	2019-20	2020-21	Avg. of last 3 yrs.

**8. Software Works/Jobs undertaken during last three financial years in India.**

Year	Job description	Organization	Total value of the job (Rs.)
Total			

**9. Details of employees having relevant experience**

Sr. No.	Name	Qualification	Work Experience in the bidder's company in years	Total Work Experience in years

**(M) Bidder's Bank details for refund of EMD amount in case EMD has been deposited through NEFT/RTGS:**

Bank Account Holder's Name:

Bank Name:

Branch Name:

Account Number:

IFSC Code:

**SECTION IV: FINANCIAL e-BID  
(A) e-BID FORM**

Date : .....

IFB No. ....

To

The Deputy Director,  
Zila Panchayat Monitoring Cell,  
Panchayati Raj Directorate Plot No. 6,  
Lohia Bhawan, Sector-E, Aliganj, Lucknow-226024  
Uttar Pradesh

Dear Sir,

Having examined the e-Bid documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ..... (*Description of Services*) in conformity with the said e-Bid documents for the sum as may be ascertained in accordance with the Schedule of rates attached herewith and made part of this bid, and hereby undertake that we accept all the conditions of the contract (section II) of the E-Bid document and will complete the work as per the Technical e-Bid (Section III) of the e-Bid documents. We further undertake that we fulfill the qualification requirement (Section III(F)) and for this purpose we enclose the details. In addition to this, the particulars of our organization such as details of experience and past performance and the required bid security in the shape of Bank guarantee are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to provide the services in accordance with the schedule specified in the Technical e-Bid (Section III).

If our e-Bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Tendering Authority for a sum equivalent to 10% of the contract price for the due performance of the Contract.

We agree to abide by this e-Bid for the e-Bid validity period of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this ..... day of ..... 20.....

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign E-Bid for and on behalf of

**(B) PRICE SCHEDULE/BOQ**

Price Schedule /BOQ has to be filled separately in Excel file available along with e-Tender document on <http://etender.up.nic.in>. Kindly fill and upload the price schedule /BOQ as separately per instruction given in ITB.

<b>Tender Reference No.-</b>			
<b>Development of online Application/Mobile Application for Project development, Project sanction, Bidding, e-MB, e-Billing &amp; other modules with One Year Maintenance Support and AMC for 2nd Year for 75 Zila Panchayats and 826 Kshetra Panchayats of Uttar Pradesh</b>			
<b>Application Cost (Charges for the first year)</b>			
<b>Sl.no</b>	<b>Work Description</b>	<b>Qty</b>	<b>Amount for each department</b>
			<b>(Col-3)</b>
			<b>(Rs)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>1</b>	Supply or Development of Web Software and mobile application/ customization containing following modules in a single Web-Based Software with 1 year warranty for all 75 Zila Panchayats and 826 Kshetra Panchayats	-	<b>0.00</b>
<b>2</b>	Software support and maintenance cost (Quarterly Expenses for 1 year of contract after Go-Live)	-	<b>0.00</b>
<b>3</b>	<b>Services</b>		
<b>3.1</b>	Integration with Departmental/State Portal integration cost	<b>1</b>	<b>0.00</b>
<b>3.2</b>	GIS Data Management System, with necessary map licenses	<b>1</b>	<b>0.00</b>
<b>3.3</b>	Training at HQ/District for each batch of max 20 trainees. Quote per 1000 people.	<b>1000</b>	<b>0.00</b>
<b>3.4.1</b>	Hosting on Meity approved Cloud server with compute for 1000 concurrent users, necessary software licenses, 01 TB storage and 500 GB data IN/Out per month Quote Annual Charges	<b>1</b>	<b>0.00</b>
<b>3.4.2</b>	Charges for 01 TB Cloud Storage for 01 year. Note: Additional Storage would be ordered as per this rate	<b>1</b>	<b>0.00</b>
<b>3.5</b>	Charges for 01 TB Cloud Data Backup for 01 year. Note: Additional Data Backup would be ordered as per this rate	<b>1</b>	<b>0.00</b>
<b>3.6.1</b>	SMS Gateway Integration Charges Quote One time charges	<b>1</b>	<b>0.00</b>
<b>3.6.2</b>	Cost of SMS valid for one Year from the date of issue, (quote per SMS rate)	<b>1,00,000</b>	<b>0.00</b>
<b>3.7</b>	Security Audit and Hosting Charges	<b>0</b>	<b>0.00</b>
<b>4</b>	Other Charges	<b>1</b>	<b>0.00</b>
<b>5</b>	<b>Total</b>		<b>0.00</b>
<b>6</b>	<b>Overall cost excluding taxes</b>		<b>0.00</b>